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17 Esplanade Productions, Inc.

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ESPLANADE PRODUCTIONS, INC., a
California corporation,

Plaintiff,
vs.

THE WALT DISNEY COMPANY, a
Delaware corporation; DISNEY
ENTERPRISES, INC., a Delaware
corporation; WALT DISNEY PICTURES,
a California corporation; ABC, INC., a
New York corporation; BUENA VISTA
HOME ENTERTAINMENT, INC., a
California corporation; DISNEY
CONSUMER PRODUCTS, INC., a
California corporation; DISNEY
CONSUMER PRODUCTS AND
INTERACTIVE MEDIA, INC., a
California corporation; DISNEY BOOK
GROUP, LLC, a Delaware limited liability
company; BUENA VISTA BOOKS, INC.,
a California corporation; DISNEY
INTERACTIVE STUDIOS, INC., a
California corporation; DISNEY STORE
USA, LLC, a Delaware limited liability
company; DISNEY SHOPPING, INC., a
Delaware corporation; and DOES 1
through 10, inclusive,

Defendants.

CASE NO.:

COMPLAINT FOR:

- (1) COPYRIGHT INFRINGEMENT (17 U.S.C. § 101, *ET SEQ.*);**
- (2) BREACH OF IMPLIED-IN-FACT CONTRACT;**
- (3) BREACH OF CONFIDENCE;**
- (4) UNFAIR COMPETITION**

JURY TRIAL DEMANDED

1 Plaintiff Esplanade Productions, Inc. (“Esplanade”) alleges:

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INTRODUCTION

4 1. Copyright law protects the expression of original works of authorship
5 from unauthorized copying. Although The Walt Disney Company rigorously
6 enforces its copyrights, it has developed a culture that not only accepts the
7 unauthorized copying of others’ original material, but encourages it. Byron
8 Howard, a director and credited writer of the Disney animated motion picture,
9 *Zootopia*, has told artists:

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Don’t worry if you feel like you’re copying something,
because if it comes through you, it’s going to filter through
you and you’re going to bring your own unique perspective
to it.

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2. Defendants’ unauthorized appropriation of others’ intellectual property
is a corporate practice that has generated tremendous profits. They did it with *The*
Lion King when they copied Osamu Tezuka’s *Kimba The White Lion*. They did it
with *Toy Story* when they copied Jim Henson’s *The Christmas Toy*. They did it with
Monsters, Inc. when they copied Stanley Mouse’s *Wise G’Eye*. They did it with *Up*
when they copied Yannick Banchereau’s *Above Then Beyond*. They did it with the
Frozen trailer when they copied Kelly Wilson’s *The Snowman*. And, they did it
with *Inside Out* when they copied Frédéric Mayer’s and Cédric Jeanne’s *Cortex*
Academy, among other sources.

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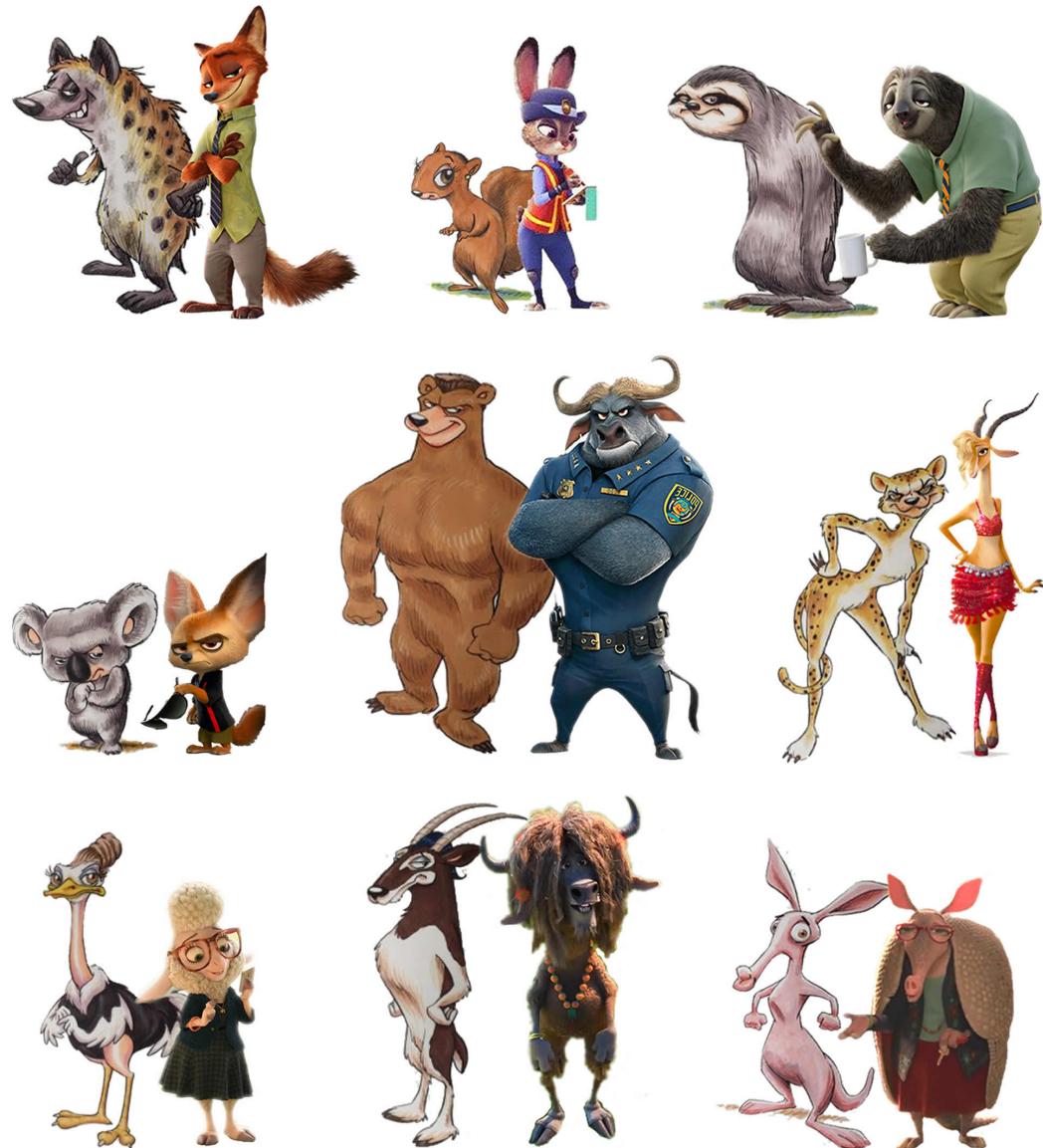
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3. They did it with *Zootopia*, too, when they copied Gary L. Goldman’s
Zootopia. Twice – in 2000 and 2009 – Goldman, on behalf of Esplanade, pitched
Defendants his *Zootopia* franchise, which included a live-action component called
Looney and an animated component called *Zootopia*. He provided a treatment,
a synopsis, character descriptions, character illustrations, and other materials. He
even provided a title for the franchise: “Zootopia.” Instead of lawfully acquiring

1 Goldman's work, Defendants said they were not interested in producing it and sent
2 him on his way. Thereafter, consistent with their culture of unauthorized copying,
3 Defendants copied Goldman's work. They copied Goldman's themes, settings, plot,
4 characters, and dialogue – some virtually verbatim. They copied Goldman's title,
5 "Zootopia." They even copied Goldman's character designs and artwork, as shown
6 in the side-by-side comparison below:

7 Comparison of the Characters in the Goldman Zootopia (L) and Disney Zootopia (R)



27 4. By this action, Esplanade seeks to hold Defendants responsible for their
28 blatant and unauthorized copying of Goldman's work.

JURISDICTION AND VENUE

2 5. The Court has subject matter jurisdiction over this action pursuant to
3 28 U.S.C. §§ 1331, 1338(a), and 1367(a) because the Court has original jurisdiction
4 over Esplanade's claim for copyright infringement arising under 17 U.S.C. § 101,
5 *et seq.*, and supplemental jurisdiction over Esplanade's claims arising under
6 California law.

7 6. The Court has personal jurisdiction over Defendants because they
8 reside and/or conduct business in the State of California.

9 7. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) because
10 Defendants reside in this district and a substantial part of the events and omissions
11 giving rise to Esplanade's claims occurred in this district. Venue also is proper in
12 this district pursuant to 28 U.S.C. §§ 1391(c) and 1400(a) because Defendants are
13 subject to personal jurisdiction in this district and reside in this district.

PARTIES

16 8. Esplanade is, and at all times mentioned herein was, a corporation duly
17 organized and existing under the laws of the State of California, with its principal
18 place of business in Los Angeles, California.

19 9. Esplanade is informed and believes, and on that basis alleges, that
20 Defendant The Walt Disney Company is, and at all times mentioned herein was, a
21 corporation duly organized and existing under the laws of the State of Delaware and
22 qualified to do business in the State of California, with its principal place of
23 business in Burbank, California.

24 10. Esplanade is informed and believes, and on that basis alleges, that
25 Defendant Disney Enterprises, Inc. is, and at all times mentioned herein was, a
26 corporation duly organized and existing under the laws of the State of Delaware and
27 qualified to do business in the State of California, with its principal place of
28 business in Burbank, California. Esplanade is further informed and believes, and on

1 that basis alleges, that Disney Enterprises, Inc. is a subsidiary of The Walt Disney
2 Company. Esplanade is further informed and believes, and on that basis alleges,
3 that Disney Enterprises, Inc.'s primary business activity is the licensing of
4 intellectual property rights related to motion pictures and television programs
5 produced by its affiliates and/or subsidiaries.

6 11. Esplanade is informed and believes, and on that basis alleges, that
7 Defendant Walt Disney Pictures is, and at all times mentioned herein was, a
8 corporation duly organized and existing under the laws of the State of California,
9 with its principal place of business in Burbank, California. Esplanade is further
10 informed and believes, and on that basis alleges, that Walt Disney Pictures is a
11 subsidiary of Disney Enterprises, Inc. Esplanade is further informed and believes,
12 and on that basis alleges, that Walt Disney Pictures' primary business activity is the
13 development and production of motion pictures.

14 12. Esplanade is informed and believes, and on that basis alleges, that
15 Defendant ABC, Inc. is, and at all times mentioned herein was, a corporation duly
16 organized and existing under the laws of the State of New York, with its principal
17 place of business in Burbank, California. Esplanade is further informed and
18 believes, and on that basis alleges, that ABC, Inc. is a direct or indirect subsidiary of
19 The Walt Disney Company. Esplanade is further informed and believes, and on that
20 basis alleges, that ABC, Inc. operates a division known as Walt Disney Studios
21 Motion Pictures, which distributes motion pictures produced by affiliated entities.

22 13. Esplanade is informed and believes, and on that basis alleges, that
23 Defendant Buena Vista Home Entertainment, Inc. is, and at all times mentioned
24 herein was, a corporation duly organized and existing under the laws of the State of
25 California, with its principal place of business in Burbank, California. Esplanade is
26 further informed and believes, and on that basis alleges, that Buena Vista Home
27 Entertainment, Inc. is a subsidiary of Disney Enterprises, Inc. Esplanade is further
28 informed and believes, and on that basis alleges, that Buena Vista Home

1 Entertainment, Inc.'s primary business activity consists of distributing Blu-ray Discs
2 and DVDs of motion pictures produced by affiliated entities.

3 14. Esplanade is informed and believes, and on that basis alleges, that
4 Defendant Disney Consumer Products, Inc. is, and at all times mentioned herein
5 was, a corporation duly organized and existing under the laws of the State of
6 California, with its principal place of business in Burbank, California. Esplanade is
7 further informed and believes, and on that basis alleges, that Disney Consumer
8 Products, Inc. is a subsidiary of Disney Enterprises, Inc. Esplanade is further
9 informed and believes, and on that basis alleges, that Disney Consumer Products,
10 Inc.'s primary business activity is the licensing of intellectual property rights for
11 exploitation by third parties.

12 15. Esplanade is informed and believes, and on that basis alleges, that
13 Defendant Disney Consumer Products and Interactive Media, Inc. is, and at all times
14 mentioned herein was, a corporation duly organized and existing under the laws of
15 the State of California, with its principal place of business in Burbank, California.
16 Esplanade is further informed and believes, and on that basis alleges, that Disney
17 Consumer Products and Interactive Media, Inc. is a subsidiary of Disney
18 Enterprises, Inc. Esplanade is further informed and believes, and on that basis
19 alleges, that Disney Consumer Products and Interactive Media, Inc.'s primary
20 business activity is the licensing of intellectual property rights for exploitation by
21 third parties.

22 16. Esplanade is informed and believes, and on that basis alleges, that
23 Defendant Disney Book Group, LLC is, and at all times mentioned herein was, a
24 limited liability company duly organized and existing under the laws of the State of
25 Delaware, with its principal place of business in Burbank, California. Esplanade is
26 further informed and believes, and on that basis alleges, that Disney Book Group,
27 LLC is a subsidiary of Disney Enterprises, Inc. Esplanade is further informed and
28 believes, and on that basis alleges, that Disney Book Group, LLC's primary

1 business activity is the distribution, marketing, and selling of publications related to
2 motion pictures produced by its affiliated entities.

3 17. Esplanade is informed and believes, and on that basis alleges, that
4 Defendant Buena Vista Books, Inc. is, and at all times mentioned herein was, a
5 limited liability company duly organized and existing under the laws of the State of
6 California, with its principal place of business in Burbank, California. Esplanade is
7 further informed and believes, and on that basis alleges, that Buena Vista Books,
8 Inc. is a subsidiary of Disney Enterprises, Inc. Esplanade is further informed and
9 believes, and on that basis alleges, that Buena Vista Books, Inc.'s primary business
10 activity is the distribution, marketing, and selling of publications related to motion
11 pictures produced by its affiliated entities.

12 18. Esplanade is informed and believes, and on that basis alleges, that
13 Defendant Disney Interactive Studios, Inc. is, and at all times mentioned herein was,
14 a corporation duly organized and existing under the laws of the State of California,
15 with its principal place of business in Burbank, California. Esplanade is further
16 informed and believes, and on that basis alleges, that Disney Interactive Studios,
17 Inc. is a subsidiary of Disney Enterprises, Inc. Esplanade is further informed and
18 believes, and on that basis alleges, that Disney Interactive Studios, Inc.'s primary
19 business activity is the publication and distribution of video games related to motion
20 pictures produced by its affiliated entities.

21 19. Esplanade is informed and believes, and on that basis alleges, that
22 Defendant Disney Store USA, LLC is, and at all times mentioned herein was, a
23 limited liability company duly organized and existing under the laws of the State of
24 Delaware, with its principal place of business in Burbank, California. Esplanade is
25 further informed and believes, and on that basis alleges, that Disney Store USA,
26 LLC is a subsidiary of Disney Enterprises, Inc. Esplanade is further informed and
27 believes, and on that basis alleges, that Disney Store USA, LLC's primary business
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1 activity is the operation of retail stores that sell merchandise related to motion
2 pictures produced by its affiliated entities.

3 20. Esplanade is informed and believes, and on that basis alleges, that
4 Defendant Disney Shopping, Inc. is, and at all times mentioned herein was, a
5 corporation duly organized and existing under the laws of the State of Delaware,
6 with its principal place of business in Burbank, California. Esplanade is further
7 informed and believes, and on that basis alleges, that Disney Shopping, Inc. is a
8 subsidiary of Disney Enterprises, Inc. Esplanade is further informed and believes,
9 and on that basis alleges, that Disney Shopping, Inc.'s primary business activity is
10 the operation of an Internet-based store (<http://disneystore.com>) that sells
11 merchandise related to motion pictures produced by its affiliated entities.

12 21. The true names and capacities of Defendants Does 1 through 10,
13 inclusive, are presently unknown to Esplanade, who therefore sues said Defendants
14 by such fictitious names. Esplanade is informed and believes, and on that basis
15 alleges, that each of the fictitiously named defendants is responsible in some manner
16 for the matters alleged herein. Esplanade will amend this Complaint to state the true
17 names and capacities of Does 1 through 10 when they are ascertained.

18 22. Esplanade is informed and believes, and on that basis alleges, that at all
19 times mentioned herein, each Defendant acted as the actual or ostensible agent,
20 employee, and/or co-conspirator of each other Defendant and, in performing the
21 actions alleged herein, acted in the course and scope of such agency, employment,
22 and/or conspiracy. Esplanade is further informed and believes, and on that basis
23 alleges, that each Defendant succeeded to, assumed the liabilities of, and/or ratified
24 the actions of each other Defendant with respect to the matters alleged herein.

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FACTUAL BACKGROUND

I. Goldman Has Over 30 Years of Experience Directing, Writing, and Producing Commercially and Critically Acclaimed Motion Pictures.

23. Goldman is a successful motion picture writer, director, and producer. In 1984, Goldman incorporated Esplanade to produce motion pictures and provide his services as a writer, director, and producer. Goldman has since been Esplanade's Chief Executive Officer, director, employee, and sole shareholder.

8 24. After graduating from Brandeis University in 1975, Goldman studied
9 filmmaking at the University of California, Los Angeles. Goldman then directed
10 two critically acclaimed documentary films: *Degas In New Orleans*, which was
11 invited to the Cannes Film Festival, and *Yes, Ma'am*, which won first prize at the
12 American Film Festival.

13 25. Goldman later wrote screenplays for major motion pictures, including
14 *Big Trouble in Little China, Total Recall, Navy Seals*, and *Next*. Goldman also
15 worked as a script doctor for other major motion pictures, including *Basic Instinct*,
16 *Waterworld*, and *Judge Dredd*. In addition, Goldman has produced major motion
17 pictures such as *Minority Report* and *Next*.

18 26. Goldman has long worked on commercially and critically successful
19 motion pictures. The motion pictures mentioned above have grossed over one
20 billion dollars, with some breaking box office records upon release. Many also have
21 received widespread critical praise; for example, *Total Recall* and *Minority Report*
22 are often listed among the best science fiction motion pictures of all time.

23 27. Goldman also has conceived and worked on motion pictures that
24 became franchises and generated revenues from ancillary markets and
25 merchandising. For example, *Big Trouble in Little China* generated revenues from
26 merchandise such as clothing, action figures, comic books, and video games; *Total*
27 *Recall* was remade into a 2012 motion picture, spawned a television series, and was

1 made into a video game; and *Minority Report* was made into a television series and
2 a video game.

3 28. Goldman has worked with Hollywood's A-List as well. On the motion
4 pictures mentioned above, Goldman is credited alongside directors such as Steven
5 Spielberg and Paul Verhoeven, as well as some of Hollywood's biggest actors,
6 including Kate Beckinsale, Jessica Biel, Nicholas Cage, Bryan Cranston, Tom
7 Cruise, Colin Farrell, Julianne Moore, Kurt Russell, Arnold Schwarzenegger,
8 Sharon Stone, and Charlie Sheen.

9 29. Goldman also has long worked with the industry's top studios. He
10 even has worked with Defendants. In 2007, Walt Disney Pictures hired Goldman to
11 write a screenplay for a project known as *Blaze*, created by Marvel comic-book
12 writer Stan Lee. Walt Disney Pictures executive Brigham Taylor oversaw the
13 project. Goldman worked closely with Taylor and Lee. Both liked Goldman's
14 work: Taylor commissioned additional work, and Lee wrote Goldman, "You're now
15 my favorite writer!"

16 **II. Goldman Spent Substantial Resources to Create and Develop Zootopia.**

17 30. In 2000, Goldman, as an employee of Esplanade, researched,
18 conceptualized, created, developed, and wrote an original artistic work entitled
19 *Zootopia* (the "Goldman Zootopia"). Between 2000 and 2009, Goldman further
20 researched, conceptualized, developed, and wrote the Goldman Zootopia. The
21 Goldman Zootopia is a franchise for motion pictures, television programs, and
22 derivative products based on an animated cartoon world that metaphorically
23 explores life in America through the fictional setting of a diverse, modern, and
24 civilized society of anthropomorphic animals.

25 31. Goldman invested substantial time, money, and other resources to
26 create and develop the Goldman Zootopia. Among other things, Goldman created
27 and wrote detailed descriptions of the franchise's main characters, including the
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1 characters' physical appearances, personal histories, and character traits (the
2 "Character Descriptions").

3 32. Esplanade also engaged an established and experienced animator,
4 character designer, and cartoonist on a work-made-for-hire basis to create the
5 following visual images of the main characters in the Goldman Zootopia (the
6 "Character Illustrations"):



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10 33. In addition, Goldman wrote a synopsis (the "Synopsis") and a treatment
11 (the "Treatment") for the first segment of the Goldman Zootopia franchise, entitled
12 *Looney*. On August 17, 2000, the Treatment was registered with the Writers Guild
13 of America, West, Inc.

14 34. On February 10, 2017, Esplanade registered the Character Descriptions,
15 Character Illustrations, Synopsis, and Treatment as part of a collection entitled
16 "Zootopia" with the United States Copyright Office.

17 **III. Goldman Pitched the Goldman Zootopia to Defendants in Confidence**
18 **and for Compensation.**

19 35. In the motion picture industry, writers commonly submit ideas and
20 written materials to studios and producers with the understanding that, if any idea or
21 material is used, the studio or producer must compensate the writer for the use of the
22 idea or material. Furthermore, writers, studios, and producers generally understand
23 that such ideas and materials are disclosed in confidence and may not be disclosed
24 to others or used beyond the limits of the confidence without the writer's consent.
25 Esplanade and Defendants had such understandings at all material times mentioned
26 in this complaint.

1 A. **2000 Pitch**

2 36. In 2000, Goldman met with Mandeville Films' Chief Executive
3 Officer, David Hoberman, at Defendants' offices in Burbank, California, to pitch the
4 Goldman Zootopia. Esplanade is informed and believes, and on that basis alleges,
5 that Hoberman was Walt Disney Studios' former President of Motion Pictures and
6 that Mandeville Films had a first-look production contract with Defendants.

7 37. At the time of the meeting, Goldman, Hoberman, and Defendants each
8 had the understandings alleged in Paragraph 35 above. In particular, Goldman,
9 Hoberman, and Defendants understood that writers pitch ideas and materials to
10 studios and producers in confidence in order to sell those ideas and materials for
11 financial compensation, that the meeting was for the purpose of Esplanade offering
12 for sale to Mandeville Films and Defendants the ideas and materials for the
13 Goldman Zootopia, and that neither Mandeville Films nor Defendants would use or
14 disclose any of these ideas or materials without compensating Esplanade.
15 Furthermore, they understood that Goldman was disclosing the ideas and materials
16 for the Goldman Zootopia to Mandeville Films and Defendants in confidence, with
17 the understanding that Mandeville Films and Defendants would maintain that
18 confidence and compensate Esplanade if any of them used or disclosed the ideas or
19 materials. Accordingly, Esplanade had a reasonable expectation that neither
20 Mandeville Films nor Defendants would use or disclose the ideas or materials
21 without its consent or without payment.

22 38. During the meeting at Defendants' offices, Goldman orally presented
23 the ideas and materials for the Goldman Zootopia franchise, including themes, plot,
24 settings, and characters, and showed Hoberman copies of the Character Illustrations
25 and other materials. Hoberman listened to the presentation, viewed some of those
26 materials, and voluntarily accepted copies of those materials. Hoberman responded
27 favorably to the Goldman Zootopia franchise during the meeting. Based on the
28 parties' understandings as alleged above, Goldman gave Hoberman copies of the

1 Character Illustrations in confidence so that Hoberman could further review the
2 materials and provide them to Defendants for their review. Esplanade is informed
3 and believes, and on that basis alleges, that Hoberman did provide copies of the
4 materials to Defendants.

5 39. Hoberman subsequently informed Goldman that Mandeville Films and
6 Defendants decided they would not seek to acquire rights in Esplanade's ideas or
7 materials.

8 **B. 2009 Pitch**

9 40. By 2009, Goldman had further developed the Goldman Zootopia and
10 decided to try to sell it again. At the time, Goldman was working on *Blaze* with
11 Brigham Taylor who, Esplanade is informed and believes, was Walt Disney
12 Pictures' Executive Vice President of Production and Development at the time.
13 Because Goldman had this existing relationship with Taylor, Goldman offered to
14 pitch the Goldman Zootopia to Taylor on behalf of Defendants, and Taylor accepted
15 Goldman's offer. On or about February 12, 2009, Goldman met with Taylor at
16 Defendants' offices in Burbank, California.

17 41. At the time of the meeting, Goldman, Taylor, and Defendants each had
18 the understandings alleged in Paragraph 35 above. In particular, Goldman, Taylor,
19 and Defendants understood that writers and producers pitch ideas and materials to
20 studios in confidence in order to sell those ideas and materials for financial
21 compensation, that the meeting was for the purpose of Esplanade offering for sale to
22 Defendants the ideas and materials for the Goldman Zootopia, and that Defendants
23 would not use or disclose any of the ideas or materials without compensating
24 Esplanade. Furthermore, Taylor knew that Goldman was disclosing his ideas and
25 materials for the Goldman Zootopia to Taylor and Defendants in confidence, with
26 the understanding that Taylor and Defendants would maintain that confidence, and
27 with the understanding that Defendants would compensate Esplanade if any of them
28 used any of the ideas or materials. Accordingly, Esplanade had a reasonable

1 expectation that Defendants would not use or disclose its ideas or materials without
 2 its consent or without payment.

3 42. During the meeting at Defendants' offices, Goldman orally presented
 4 the ideas and materials for the Goldman Zootopia franchise, including themes, plot,
 5 settings, and characters, and showed Taylor copies of the Character Descriptions,
 6 Character Illustrations, Treatment, Synopsis, and other materials. Taylor listened to
 7 the presentation and read some of those materials. At the end of the meeting, Taylor
 8 told Goldman that he would show Esplanade's materials to Defendants' animation
 9 departments to determine whether Defendants were interested in acquiring rights in
 10 the Goldman Zootopia. Based on the parties' understandings as alleged above,
 11 Goldman gave Taylor copies of the Character Descriptions, Character Illustrations,
 12 Treatment, Synopsis, and other materials in confidence so that Defendants'
 13 animation departments could review the materials. Taylor, on behalf of Defendants,
 14 voluntarily accepted copies of those materials. Esplanade is informed and believes,
 15 and on that basis alleges, that Taylor did provide copies of those materials to
 16 Defendants' animation departments.

17 43. Taylor subsequently informed Goldman that Defendants decided they
 18 would not seek to acquire rights in Esplanade's ideas or materials.

19 **IV. Defendants Produced, Reproduced, Distributed, Performed, Displayed,**
 20 **and Prepared Derivative Works Based on the Goldman Zootopia.**

21 44. At some time thereafter, Defendants began to develop and produce an
 22 animated motion picture entitled *Zootopia* (the "Disney Zootopia"). Esplanade is
 23 informed and believes, and on that basis alleges, that the production budget for the
 24 Disney Zootopia was approximately \$150 million, and that the motion picture was
 25 fully produced and completed in 2015 or early 2016.

26 45. Esplanade is informed and believes, and on that basis alleges, that on or
 27 about February 11, 2016, Defendants commenced distributing and facilitating the
 28 display of the Disney Zootopia to the public internationally. Esplanade is informed

1 and believes, and on that basis alleges, that on or about March 4, 2016, Defendants
2 commenced distributing and facilitating the display of the Disney Zootopia to the
3 public in the United States. Esplanade is informed and believes, and on that basis
4 alleges, that Defendants have distributed and facilitated the display of the Disney
5 Zootopia to the public in over 70 countries to date.

6 46. Esplanade is informed and believes, and on that basis alleges, that the
7 Disney Zootopia grossed more than one billion dollars at the theatrical box office.
8 Esplanade is further informed and believes, and on that basis alleges, that the Disney
9 Zootopia is the highest-grossing original animated film of all time. On December
10 11, 2016, the Disney Zootopia won a Critics' Choice Award for Best Animated
11 Feature Film. On January 8, 2017, the Disney Zootopia won a Golden Globe for
12 Best Animated Feature Film. On February 4, 2017, the Disney Zootopia won an
13 Annie Award for Best Animated Feature Film. And, on February 26, 2017, the
14 Disney Zootopia won an Academy Award for Best Animated Feature Film.

15 47. Esplanade is informed and believes, and on that basis alleges, that on or
16 about June 7, 2016, Defendants commenced distributing and facilitating the display
17 of the Disney Zootopia to the public by offering it for sale and rental in various non-
18 theatrical forms including, but not limited to, Blu-ray Discs, DVDs, pay-per-view,
19 on-demand, and other Internet-based platforms.

20 48. Esplanade is informed and believes, and on that basis alleges, that in
21 2016, Defendants commenced displaying the Disney Zootopia characters to the
22 public at theme parks.

23 49. Esplanade is informed and believes, and on that basis alleges, that in or
24 about 2016, Defendants created, manufactured, published, and commenced
25 distributing merchandise based on the Disney Zootopia, including but not limited to,
26 toys, games, books, comics, video games, dolls, figurines, clothing, kitchenware,
27 and other merchandise (collectively, the "Zootopia Merchandise").

28

1 50. Esplanade is informed and believes, and on that basis alleges, that
2 Defendants purport to own copyrights to the Disney Zootopia and the Zootopia
3 Merchandise, and license the use of Disney Zootopia materials to third parties.

4 51. Esplanade is informed and believes, and on that basis alleges, that
5 Defendants also used materials from the Disney Zootopia to market the Disney
6 Zootopia, the Zootopia Merchandise, and licensing for the use of the Disney
7 Zootopia materials.

8 52. Esplanade gave Defendants actual notice of Esplanade's copyright and
9 demanded that Defendants cease and desist from infringing Esplanade's copyright,
10 but Defendants have willfully refused to do so.

11 **V. The Disney Zootopia is Substantially Similar to the Goldman Zootopia.**

12 53. The Disney Zootopia is substantially similar to the Goldman Zootopia.
13 The Goldman Zootopia involves a human animator who creates a cartoon world of
14 animated anthropomorphic animal characters called "Zootopia." The Disney
15 Zootopia copies substantial elements of that cartoon world, calls it "Zootopia," and
16 uses substantially similar settings, characters, dialogue, mood, pace, artwork, and,
17 although differing superficially, plot points and story structures, to express
18 substantially similar themes. Defendants used the expression of substantial
19 elements of the Goldman Zootopia, including the arrangement, selection, and
20 combination of elements, to achieve a substantially similar concept and feel.

21 A. **Themes**

22 54. The themes of the Disney Zootopia and the Goldman Zootopia are
23 substantially similar. Each of the works addresses the issue of whether, in a diverse
24 society as represented by the different species of "Zootopia," one can be anything he
25 or she wants to be. A corollary theme is whether, in order to do so, one can
26 overcome not only the prejudices inherent in a diverse society as represented by
27 Zootopia, but also the prejudices within oneself as a member of such a society.
28 Another corollary theme is whether one should try to change and define oneself

1 despite his or her nature as manifested in the zoology of “Zootopia.” Both works
 2 explore whether the societies can live up to utopian ideals and judge and credit
 3 others fairly as individuals not as stereotypes, based on conceptions of merit not
 4 natural order, and the protagonists are challenged to strike a balance between the
 5 utopian and counter-utopian positions, optimism and pessimism, nature and
 6 individuality, and self-acceptance and self-improvement.

7 **B. Settings**

8 55. The settings of the Disney Zootopia and the Goldman Zootopia also are
 9 substantially similar. Both are set in a motion picture cartoon world made up of
 10 animated animal characters. Specifically, the settings of both works include: (i) a
 11 modern civilized world of two-legged anthropomorphic animals; (ii) a society
 12 constituted by different species from different natural worlds, *i.e.*, a “melting pot”
 13 where various species mix and interact; (iii) a place referred to as “Zootopia” where
 14 the different species live together, with each species having its own neighborhood;
 15 (iv) a present day technological business world in which the characters go to work in
 16 the morning and come home at night; and (v) a society with an established class and
 17 power structure based largely on the animals’ characteristics such as the nature of
 18 their species. Esplanade is informed and believes, and on that basis alleges, that
 19 these similarities in settings are unique to the works in issue.

20 56. The works also have similar particular settings. For example, both
 21 works: (i) feature human-like physical environments with modern civilized features
 22 rather than natural environments such as the wild, a forest, or a jungle; (ii) have the
 23 protagonists move back and forth between small towns where they grew up and the
 24 big city; (iii) have heroes starting and returning to their parents’ homes and
 25 workplaces in those small towns; (iv) have scenes at clubs with similar names, *i.e.*,
 26 the “Mystic Spring Oasis” and the “Watering Hole”; (v) have schools where animals
 27 are taught biology and ecology; (vi) have institutional workplaces where the heroes
 28 work; (vii) have characters bullied as youths in private male-only rooms; (viii) have

1 heroes excel and be recognized for their excellence at a college or academy; (ix)
2 have heroes publicly express prejudice and damage relationships with their partners
3 in media venues; and (x) have asylums where the protagonists address issues of
4 madness and out-of-control Zootopian characters. Again, Esplanade is informed
5 and believes, and on that basis alleges, that these similarities are unique to the works
6 in issue.

7 57. The similarities in settings are substantial and are used to express the
8 works' similar themes, characters, and dramatic conflicts.

C. Dialogue

10 58. The dialogue of the Disney Zootopia and the Goldman Zootopia is
11 substantially similar. The Disney Zootopia and the Goldman Zootopia share key
12 words and lines, including the most important words in the works.

13 59. The works use the word “Zootopia” not just as a title (*see* below) but
14 also as part of the dialogue. Esplanade first used the word in 2000, and Esplanade is
15 informed and believes, and on that basis alleges, that Defendants never previously
16 used the word. “Zootopia” is a portmanteau of “zoo” and “utopia.” It is more than
17 just a word in the context of the works in issue; it relates to settings (diverse species
18 of animals from different habitats living together in one place), themes (whether
19 someone in a diverse society can be whatever he or she wants to be), and the
20 dynamics of the characters as well as their development and relationships (the
21 conflict between utopian optimism and cynical pessimism). “Zootopia” is used a
22 multitude of times throughout the Disney Zootopia.

23 60. The Goldman Zootopia and the Disney Zootopia also have virtually
24 identical lines from the main characters expressing the utopian theme:

- *Goldman Zootopia*: “If you want to be an elephant, you can be an elephant.”
- *Disney Zootopia*: “You want to be an elephant when you grow up, you be an elephant.”

1 61. The two works also include lines with similar substance, but without
2 using the identical words, to express the counter-utopian theme:

3 • *Goldman Zootopia (in character description)*: “He has no hope that he
4 can change or improve; or that anyone else can change or improve.”
5 • *Disney Zootopia (in lines from that character)*: “Everyone comes to
6 Zootopia thinking they can be anything they want. Well, you can’t.
7 You can only be what you are.”

8 62. The similarities in this and other dialogue are substantial and express
9 both works’ themes, characters, and dramatic conflicts.

10 **D. Characters**

11 63. The Disney Zootopia has characters who are substantially similar to
12 Goldman Zootopia characters in two respects: (1) the ensemble of characters as a
13 whole; and (2) individual characters, including the protagonists (*i.e.*, the two main
14 characters), the antagonist, and various side characters.

15 **1. The Ensemble**

16 64. The ensemble of characters in the two works is substantially similar.
17 The ensemble represents a diverse ethnic and cultural society (*i.e.*, a “melting pot”
18 representative of America) with a multi-tiered class and power structure constituted
19 by animals of different species from different places with different natures, sizes,
20 strengths, psychologies, and philosophies. The ensemble includes animals who are
21 big and small, from different continents and habitats, predators and prey, utopians
22 and anti-utopians, optimists and pessimists, powerful and weak, and leaders and
23 followers, as well as animals for comic relief and sex symbols. The matrix of
24 animals with these characteristics, attitudes, personalities, *etc.*, forms a model of
25 society and contributes to the expression of the works’ themes, characters, and
26 dramatic conflicts.

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1 65. The ensembles also are visually similar:

2 Goldman Zootopia



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8 Disney Zootopia
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16 2. The Individual Characters

17 66. **Judy.** Judy is the heroine and most important character of the Disney
18 Zootopia, and she is one of the two protagonists. Judy is a rabbit who is visually
19 similar to the Goldman Zootopia character of Mimi, a squirrel, both of whom are
20 small, furry, “cute” prey animals with big eyes and oversized appendages.

21 Goldman Zootopia



22 Disney Zootopia



1 Judy's characteristics are substantially similar to those of Mimi and another
2 Goldman Zootopia character, Hugo, in the following respects, *inter alia*: Judy is an
3 outsider in Zootopia. Despite her competence, she is underestimated, unappreciated,
4 and not taken seriously because of her species, and is thus a victim of prejudice.
5 Judy is an underdog, but she is brave, energetic, determined, and enthusiastic, and
6 she helps others by, among other things, rescuing them when they are in jeopardy.
7 Her small size allows her to get in and out of places unlike others. Judy is good
8 natured, kindhearted, and constantly trying to improve herself and others. Above
9 all, she is naively idealistic and optimistic, representing the utopian view of
10 Zootopia. She embodies and expresses the key thematic line of both works, *i.e.*,
11 "you want to be an elephant when you grow up, you be an elephant."

12 67. **Nick.** Nick is the second most important character of the Disney
13 Zootopia and is the other protagonist. Nick is Judy's foil. He is a fox who is
14 visually similar to the Goldman Zootopia character of Roscoe, a hyena. Both are
15 dog-like predators who appear sly, cynical, and untrustworthy because of their
16 postures, half-lidded eyes, and smirks.

Goldman Zootopia



Disney Zootopia



24 Nick's characteristics are substantially similar to those of Roscoe and another
25 Goldman Zootopia character, Monty, in the following respects, *inter alia*: Nick
26 lives in Zootopia, but he is an outcast because of his reviled species. Thus, he is a
27 victim of prejudice and is an underdog. But Nick has no hope that he can change or
28 progress, or that anyone can change given his or her nature and the prejudice of

1 society. He is a pessimist who embodies and expresses the cynical view of the
2 world that opposes Judy's utopian view. Nick gives the counter-utopian lines which
3 establish a central conflict in the works, *e.g.*, "Everyone comes to Zootopia thinking
4 they can be anything they want. Well, you can't. You can only be what you are."
5 Nick is a prankster who schemes rather than works. He has a bad attitude, and is
6 determined not to seek the approval of those who disdain him. He is uncouth and
7 brutally honest, and even takes pride in his obnoxious behavior; still, he is likeable
8 due to his humor and charm. Nick is also physically agile. He is ultimately a good
9 friend who presents the question of whether an outcast like him can be loved.

10 68. **Ms. Bellwether.** Ms. Bellwether is the antagonist in the Disney
11 Zootopia. She is a sheep who is visually similar to the Goldman Zootopia character
12 of Ms. Quilty, an ostrich. Both are passive, meek, and vulnerable prey animals with,
13 among other things, big eyes and hair piled high on their heads.

Goldman Zootopia



Disney Zootopia



21 Ms. Bellwether's characteristics are substantially similar to those of Ms. Quilty and
22 another Goldman Zootopia character, Fuzz, in the following respects, *inter alia*:
23 Ms. Bellwether is ostensibly unattractive and seemingly prissy, but at the same time
24 vain. She is unappreciated by the dominant male figure in her life and unhappy in
25 that relationship. Most importantly, Ms. Bellwether is a little Napoleon who is
26 consumed with unbridled ambition. She is a prey animal who wants to challenge
27 and overthrow the top predator leader of Zootopia and assume his place in the power
28 structure. She has no qualms about manipulating other animals to serve her

1 ambition, but she goes too far and ultimately fails. Ms. Bellwether specifically uses
2 biology in her role.

3 **69. Side characters.** Side characters in the Disney Zootopia also are
4 substantially similar to side characters in the Goldman Zootopia, including:

5 (a) **Bogo.** Bogo, the chief of police in the Disney Zootopia, is
6 similar visually and characteristically to Griz, the leader of the Goldman Zootopia.
7 Both are big, strong, intimidating, and “grizzled,” and both see themselves as natural
8 leaders who do not need to answer to their underlings.

Goldman Zootopia



Disney Zootopia



17 (b) **Yax.** Yax in the Disney Zootopia is similar visually and
18 characteristically to Max in the Goldman Zootopia. Both are tall, horned, Asian
19 mountain animals with similar names. Yax is the proprietor of a club called “The
20 Mystic Spring Oasis,” and Max is the proprietor of a club with a similar name, “The
21 Watering Hole.”

Goldman Zootopia



Disney Zootopia



1 (c) **Gazelle.** Gazelle in the Disney Zootopia is similar visually and
2 characteristically to Cha in the Goldman Zootopia. Both are Latin female
3 characters, in the bodies of African animals, who are ostensibly attractive and
4 function as performers and sex symbols. Males fall for them even though they are
5 unattainable.

Goldman Zootopia



Disney Zootopia



E. Plot and Sequence of Events

15 70. The plot structure and key events of the Disney Zootopia also are
16 substantially similar to the Goldman Zootopia. The Disney Zootopia story focuses
17 on a small animal character who becomes a police officer, thereby illustrating that
18 one can be what he or she wants to be. In doing so, the Disney Zootopia copies key
19 elements of the Goldman Zootopia's stories about the animator and his Zootopian
20 characters, which illustrate the same thing. Both Zootopias play out similar
21 conflicts among the characters, including conflicts about whether one can be what
22 he or she wants to be and whether individuals can change by overcoming prejudice
23 not only in society but also within themselves.

24 71. Both Zootopias involve a small, cute, furry female animal, who is an
25 outsider to "Zootopia." She is dismissed by the other more dominant animals
26 because of her species, and she strives to overcome that societal prejudice. She is
27 brave, determined, resourceful, and helpful to others in trouble, particularly by using
28 her small size. She becomes friends with an abrasive predator who lives in

1 Zootopia. The predator also is subject to prejudice as he is reviled for his species.
2 He is determined not to seek the approval of those who disdain him and derives
3 pleasure from pulling pranks. The two contrasting protagonists team up and
4 contend with prejudice and preconceived notions of the elite, including a power
5 structure headed by those whose species were dominant in a state of nature. She is
6 an enthusiastic optimist while he is a cynical pessimist, and the stories play out that
7 conflict, *e.g.*, whether one can evolve, define oneself, and become what he or she
8 wants to be. Each plot develops in the context of a scheme by a third character, a
9 small prey animal, to upend the power structure, but the scheme goes too far and
10 fails.

11 72. The plot and sequence of events in the Disney Zootopia also copies a
12 multitude of concrete elements from the animator's story in the Goldman Zootopia.
13 Both works begin with young, uncool heroes who live in small towns with their
14 parents. Each is bullied by a bigger, stronger, mean kid. The heroes work to
15 achieve a career dream that their parents specifically discourage. They go to
16 academies where they excel, achieve recognition for their work, and earn the
17 opportunity to go to the big city for their dream jobs.

18 73. In the big city, the heroes come up against strong, powerful, and
19 entrenched bosses who want to maintain control over the heroes. The heroes are
20 obsessed with their work and go to extreme lengths in pursuit of success, even
21 taking principled stances in defiance of their bosses. The heroes have partners who
22 help them achieve success. But success goes to the heroes' heads and they publicly
23 offend others and alienate their partners, exhibiting their own prejudices. This
24 triggers a job crisis, resulting in the heroes losing their dream jobs and hard-won
25 statuses. And the crisis results in their having to leave unfinished an important but
26 problematic project.

27 74. Discouraged and rejected, the heroes move back to their parents'
28 houses in the small towns to live and work with their parents in lives they sought to

1 escape. The heroes encounter their former bullies, who have overcome their own
 2 prejudices and evolved into good people. The heroes learn from their former bullies
 3 to overcome their own internal prejudices and appreciate their former partners.
 4 They apologize to their partners and plead to work with them again to complete the
 5 unfinished project.

6 75. To achieve success, the heroes must solve a problem with the madness
 7 of out-of-control Zootopia characters in an asylum. The heroes eventually
 8 overcome their own prejudices, reconcile with their partners, and finish their
 9 unfinished projects. In doing so, they regain their lost statuses and illustrate that one
 10 can evolve and become what he or she wants to be.

11 76. This plot structure and these events involve and are driven by similar
 12 settings and characters, and they are used in similar ways to express similar themes.

13 **F. Mood and Pace**

14 77. The moods of the two works also are substantially similar. The works
 15 are written for adults and children, with comic, social, and emotional aspects. The
 16 moods involve humor with an undercurrent of pathos and light moments juxtaposed
 17 with dark moments. Both feature disappointment, disillusionment, and sadness, but
 18 also comedy and ultimate success. The moods alternate as the main characters'
 19 personalities and worldviews battle, taking turns suffering setbacks and later
 20 achieving vindication. Both moods culminate in a mood of reconciliation and hope
 21 for gradual further improvement in the future. The pace changes with the mood,
 22 sometimes exhibiting frenetic energy while other times slowing down for the
 23 exposition of the disappointment and disillusionment.

24 **G. Artwork**

25 78. The Disney Zootopia and the Goldman Zootopia also have substantially
 26 similar artwork. The character artwork in Disney's work has the same concept and
 27 feel as that in Goldman's work on ensemble and individual character levels.

28

1 79. This artwork in the two Zootopias has the same subject matter and
2 substantially similar appearance, including shapes, colors, body structures, poses,
3 and facial expressions of the animal characters. Moreover, the characters illustrated
4 are not true-life depictions of real animals, nor are they generic or inherent in nature;
5 rather, they are original creative expressions of animals of different species from
6 different habitats in different parts of the world and constitute a selection and
7 arrangement of expression. The artwork is not only substantially similar on its own,
8 but also is part of a similar combination of elements, which expresses theme, setting,
9 and character.

10 **H. Title**

11 80. Titles, although not independently copyrightable, may be part of a
12 combination of elements that constitutes substantial similarity of two works. The
13 title “Zootopia” in Defendants’ work is identical to “Zootopia” in Goldman’s work.
14 Moreover, as alleged above, “Zootopia” is more than just a name: it expresses
15 theme, setting, and character, and it relates to plot. Esplanade is informed and
16 believes, and on that basis alleges, that Defendants have never used the title before
17 in their multitude of works.

18 **I. Selection, Arrangement, and Combination of Elements**

19 81. The elements of the Goldman Zootopia that are similar to elements of
20 the Disney Zootopia are original and qualitatively important to the Goldman
21 Zootopia. Furthermore, the selection, arrangement, and combination of elements in
22 the Goldman Zootopia are original and qualitatively important to the Goldman
23 Zootopia. The Disney Zootopia copies both individual elements, and the selection,
24 arrangement, and combination of elements, from the Goldman Zootopia.

25 82. For the foregoing reasons, the works are substantially similar in
26 expression and have a substantially similar concept and feel.

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28

1 **J. Zootopia Merchandise**

2 83. The Zootopia Merchandise also is substantially similar to the Goldman
3 Zootopia in expression, concept, and feel. In particular, as alleged above, the works
4 have substantially similar themes, settings, dialogue, characters, plot, story structure,
5 mood, and artwork; the same title; and substantially similar selections,
6 arrangements, and combinations of elements.

7

8 **FIRST CLAIM FOR RELIEF**

9 **Copyright Infringement –17 U.S.C. §§ 106, *et seq.***

10 **(Direct, Contributory, and Vicarious)**

11 **(Against All Defendants)**

12 84. Esplanade repeats and realleges each and every allegation contained in
13 Paragraphs 1 through 83, above, as though fully set forth herein.

14 85. Esplanade is the owner of the copyright in an original work that is fixed
15 in tangible media of expression. On February 10, 2017, Esplanade registered the
16 Character Descriptions, Character Illustrations, Synopsis, and Treatment as part of a
17 collection entitled “Zootopia” with the United States Copyright Office.

18 86. Esplanade is informed and believes, and on that basis alleges, that
19 Defendants have produced, reproduced, prepared derivative works based upon,
20 distributed, publicly performed, and/or publicly displayed Esplanade’s protected
21 work and/or derivatives of Esplanade’s protected work without Esplanade’s consent.
22 Defendants’ acts violate Esplanade’s exclusive rights under the Copyright Act,
23 17 U.S.C. §§ 106 and 501, including, but not limited to, Esplanade’s exclusive
24 rights to produce, reproduce, and distribute copies of its work, to create derivative
25 works, and to publicly perform and display its work.

26 87. Defendants’ infringement and substantial contributions to the
27 infringement of Esplanade’s copyrighted work have been done knowingly without
28 Esplanade’s consent for commercial purposes and for Defendants’ financial gain.

1 Furthermore, Defendants failed to exercise their right and ability to supervise
2 persons within their control to prevent such persons from infringing Esplanade's
3 copyrighted work and did so with the intent to further their financial interest in the
4 infringement of Esplanade's work. Accordingly, Defendants have directly,
5 contributorily, and vicariously infringed Esplanade's copyrighted work.

6 88. By virtue of Defendants' infringing acts, Esplanade is entitled to
7 recover Esplanade's actual damages and Defendants' profits in an amount to be
8 proved at trial, Esplanade's attorneys' fees and costs of suit, and all other relief
9 allowed under the Copyright Act.

10 89. Defendants' infringement has caused, and continues to cause,
11 irreparable harm to Esplanade, for which Esplanade has no adequate remedy at law.
12 Unless this Court restrains Defendants from infringing Esplanade's protected works,
13 this harm will continue to occur in the future. Accordingly, Esplanade is entitled to
14 preliminary and permanent injunctive relief restraining Defendants from further
15 infringement.

16

17 **SECOND CLAIM FOR RELIEF**

18 **Breach of Implied-In-Fact Contract**
19 **(Against All Defendants)**

20 90. Esplanade repeats and realleges each and every allegation contained in
21 Paragraphs 1 through 83, above, as though fully set forth herein.

22 91. Esplanade and Defendants entered into an implied-in-fact contract,
23 based on their conduct as alleged above, whereby Esplanade disclosed ideas and
24 materials for the Goldman Zootopia to Defendants for sale, *i.e.*, in consideration for
25 Defendants' obligation to pay and credit Esplanade if Defendants or any of their
26 affiliated entities used any of those ideas or materials in any motion picture,
27 television program, merchandise, or otherwise; Esplanade reasonably expected to be
28 compensated for such use of any of its ideas or materials; and Defendants

1 voluntarily accepted Esplanade's offer and disclosures, knowing the conditions on
2 which they were made, *i.e.*, that any use of any of Esplanade's ideas or materials in
3 any motion picture, television program, merchandise, or otherwise, whether by
4 Defendants or any of their affiliates, carried with it an obligation to, *inter alia*,
5 compensate and credit Esplanade for such use.

6 92. Esplanade conveyed and Defendants accepted Esplanade's ideas and
7 materials for the Goldman Zootopia with an understanding of the custom and
8 practice in the entertainment industry of providing ideas and materials to producers
9 and studios in exchange for compensation and credit if such ideas or materials are
10 used.

11 93. Defendants' conduct implied, and led Esplanade reasonably to believe,
12 that Defendants would compensate and credit Esplanade for its ideas and materials
13 for the Goldman Zootopia if Defendants or any of its affiliates used any of
14 Esplanade's ideas or materials in any motion picture, television program,
15 merchandise, or otherwise.

16 94. Esplanade has performed all conditions, covenants, and promises
17 required to be performed on its part in accordance with its implied-in-fact contract
18 with Defendants.

19 95. Defendants used Esplanade's ideas and materials in the Disney
20 Zootopia, the Zootopia Merchandise, and otherwise, and such ideas and materials
21 provided substantial value to Defendants. However, Defendants have not
22 compensated or credited Esplanade for the use of such ideas and materials.
23 Accordingly, Defendants have breached, and continue to breach, their implied-in-
24 fact contract with Esplanade.

25 96. As an actual and proximate result of Defendants' material breaches of
26 the implied-in-fact contract, Esplanade has suffered, and will continue to suffer,
27 damages in an amount to be proved at trial.

28

1 97. Defendants' conduct has caused, and continues to cause, Esplanade
2 irreparable harm, for which Esplanade has no adequate remedy at law. Unless this
3 Court restrains Defendants from engaging in such conduct, this harm will continue
4 to occur in the future. Accordingly, Esplanade is entitled to preliminary and
5 permanent injunctive relief restraining Defendants from further breaches of the
6 implied-in-fact contract.

THIRD CLAIM FOR RELIEF

Breach of Confidence

(Against All Defendants)

11 98. Esplanade repeats and realleges each and every allegation contained in
12 Paragraphs 1 through 83, above, as though fully set forth herein.

13 99. Esplanade and Defendants entered into a confidential relationship,
14 based on their conduct whereby Esplanade conditioned the disclosure of confidential
15 and novel ideas and materials for the Goldman Zootopia to Defendants in
16 consideration for Defendants' obligation not to use, disclose, or divulge those ideas
17 or materials without Esplanade's permission and without payment and credit to
18 Esplanade for any use of any of those ideas or materials.

19 100. Defendants voluntarily accepted Esplanade's confidential disclosures,
20 knowing that the ideas and materials were novel and were being disclosed in
21 confidence, and that the use of any of Esplanade's novel ideas or materials in any
22 motion picture, television program, merchandise, or otherwise, whether by
23 Defendants or any of their affiliates, carried with it an obligation to, *inter alia*,
24 compensate and credit Esplanade for such use.

25 101. Esplanade conveyed and Defendants accepted Esplanade's confidential
26 and novel ideas and materials pursuant to custom and practice in the entertainment
27 industry of disclosing creative ideas and materials to producers and studios in
28 consideration for maintaining their confidentiality and not using, disclosing, or

1 divulging those ideas or materials without the other party's permission and without
2 compensating and crediting the other party if any of the ideas or materials are used.

3 102. Defendants' conduct implied and led Esplanade reasonably to believe
4 that Defendants would not use, disclose, or divulge those ideas or materials without
5 Esplanade's permission and would compensate and credit Esplanade if Defendants
6 or any of their affiliates used any of Esplanade's ideas or materials in any motion
7 picture, television program, merchandise, or otherwise.

8 103. Esplanade performed all conditions, covenants, and promises required
9 to be performed on its part in accordance with its agreement with Defendants.

10 104. Defendants breached, and continue to breach, its confidence with
11 Esplanade by disclosing, divulging, and using those ideas and materials in the
12 Disney Zootopia, the Zootopia Merchandise, and otherwise without Esplanade's
13 permission and without compensating or crediting Esplanade.

14 105. As an actual and proximate result of Defendants' material breaches of
15 confidence, Esplanade has suffered, and will continue to suffer, damages in an
16 amount to be proved at trial.

17 106. Defendants' breaches of confidence were despicable and were
18 committed maliciously, fraudulently, and oppressively with willful and conscious
19 disregard of Esplanade's rights and with the wrongful intent to injure Esplanade.
20 Defendants subjected Esplanade to extreme hardship, and by of way of its
21 intentional deceit, misrepresentation, and/or concealment of material facts,
22 Defendants intentionally deprived Esplanade of property or legal rights to
23 Esplanade's detriment and Defendants' financial benefit.

24 107. Defendants' breaches of confidence were especially reprehensible
25 because, Esplanade is informed and believes, Defendants' conduct was part of a
26 repeated corporate practice and not an isolated occurrence. Esplanade is informed
27 and believes, and on that basis alleges, that Defendants have substantially increased
28 their profits, and the profits of their affiliates, as a result.

1 108. Defendants' breaches of confidence have caused, and continue to
2 cause, Esplanade irreparable harm, for which Esplanade has no adequate remedy at
3 law. Unless this Court restrains Defendants from wrongfully using, disclosing, and
4 divulging Esplanade's novel and confidential ideas and materials, these injuries will
5 continue to occur in the future. Accordingly, Esplanade is entitled to preliminary
6 and permanent injunctive relief restraining Defendants from further use, disclosure,
7 or divulgement of Esplanade's novel and confidential ideas and materials.

FOURTH CLAIM FOR RELIEF

12 109. Esplanade repeats and realleges each and every allegation contained in
13 Paragraphs 1 through 83, above, as though fully set forth herein.

14 110. Section 17200 of the *California Business and Professions Code*
15 prohibits unfair competition, including “any unlawful, unfair or fraudulent business
16 act or practice . . .”

17 111. By engaging in the conduct alleged above, Defendants have engaged in
18 unlawful, unfair, and/or fraudulent business acts of unfair competition in violation
19 of *California Business and Professions Code* sections 17200, *et seq.*, and California
20 common law. Such conduct includes, *inter alia*, Defendants' breach of confidence
21 and inducement of breach of confidence, Defendants' interference with Esplanade's
22 ability to compete by diluting the value of the Goldman Zootopia and by failing to
23 disclose Esplanade's role in conceiving of and creating the Disney Zootopia, and
24 Defendants' misrepresentations to consumers, the entertainment industry, and others
25 in the public that Defendants' conceived of and created the Disney Zootopia without
26 any participation or contribution by Esplanade.

27 112. As an actual and proximate result of Defendants' unfair competition,
28 Defendants have unjustly enriched themselves by, *inter alia*, obtaining profits,

1 depriving Esplanade of compensation to which Esplanade is rightly entitled, and
2 taking credit for Esplanade's ideas and materials. Accordingly, Esplanade is
3 entitled to restitution of such sums in an amount to be proved at trial.

4 113. As an actual and proximate result of Defendants' unfair competition,
5 Esplanade has suffered, and will continue to suffer, substantial, immediate, and
6 irreparable harm including, *inter alia*, the failure to receive credit for conceiving of
7 and creating Zootopia, for which there is no adequate remedy at law. Esplanade is
8 informed and believes, and on that basis alleges, that Defendants will continue to
9 engage in unfair competition in violation of *California Business and Professions*
10 *Code* sections 17200, *et seq.* and common law, unless enjoined or restrained by this
11 Court. Accordingly, Esplanade is entitled to preliminary and permanent injunctive
12 relief restraining further unfair competition.

13

14

PRAYER FOR RELIEF

15 WHEREFORE, Esplanade prays for judgment in its favor and against
16 Defendants, and each of them, as follows:

17 A. That Defendants be adjudged to have willfully infringed Esplanade's
18 copyright in the Goldman Zootopia in violation of 17 U.S.C. §§ 106 and 501;

19 B. That Defendants be preliminarily and permanently enjoined from
20 infringing Esplanade's copyright in the Goldman Zootopia, including (i) producing,
21 reproducing, preparing derivative works based on, distributing, performing, or
22 displaying any work that is substantially similar to the Goldman Zootopia,
23 (ii) reproducing, preparing derivative works based on, distributing, performing, or
24 displaying the Disney Zootopia, (iii) producing, reproducing, preparing derivative
25 works based on, distributing, or displaying books, toys, video games, costumes,
26 and/or other merchandise based on the Goldman Zootopia or the Disney Zootopia,
27 and (iv) engaging in any other action which infringes Esplanade's copyright;

28

1 C. That Defendants be preliminarily and permanently enjoined from
2 engaging in further acts of unfair competition;

3 D. That Defendants' products and materials that infringe Esplanade's
4 copyright, as well as Defendants' plates, molds, masters, tapes, film negatives, and
5 other articles by which copies of the works embodied in Esplanade's copyright may
6 be reproduced, be impounded pursuant to 17 U.S.C. § 503(a);

7 E. That Defendants' products and materials that infringe Esplanade's
8 copyright, as well as Defendants' plates, molds, masters, tapes, film negatives, and
9 other articles by which copies of the works embodied in Esplanade's copyright may
10 be reproduced, be destroyed pursuant to 17 U.S.C. § 503(b);

11 F. That Defendants be required to account to Esplanade for all profits
12 derived from their use of the Goldman Zootopia and their production, reproduction,
13 preparation of derivative works based on, distribution, performance, and display of
14 the Disney Zootopia or the Zootopia Merchandise in all media, from all sources,
15 worldwide;

16 G. That Defendants be ordered to pay to Esplanade all damages, including
17 future damages, that Esplanade has sustained, or will sustain, as a consequence of
18 the acts complained of herein, and that Esplanade be awarded any profits derived by
19 Defendants as a result of said acts, or as determined by said accounting;

20 H. That Defendants be ordered to pay to Esplanade punitive damages as a
21 result of Defendants' wanton, deliberate, malicious, and willful misconduct;

22 I. That Defendants be ordered to pay to Esplanade the full costs of this
23 action and Esplanade's reasonable attorneys' fees and expenses;

24 J. That Defendants be ordered to pay to Esplanade pre-judgment and
25 post-judgment interest on all applicable damages; and

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1 K. That Esplanade have such other and further relief as the Court deems
2 just and proper.

3

4 DATED: March 21, 2017

5 QUINN EMANUEL URQUHART &
6 SULLIVAN, LLP

7 By /s/ Jeffery D. McFarland
8 Jeffery D. McFarland
9 Attorneys for Plaintiff
10 Esplanade Productions, Inc.

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DEMAND FOR JURY TRIAL

Plaintiff Esplanade Productions, Inc. hereby demands trial by jury on all issues so triable, pursuant to Fed. R. Civ. P. 38(b).

DATED: March 21, 2017

QUINN EMANUEL URQUHART & SULLIVAN, LLP

By /s/ Jeffery D. McFarland
Jeffery D. McFarland
Attorneys for Plaintiff
Esplanade Productions, Inc.